**MEMORANDUM OF AGREEMENT**

**BETWEEN:**

**CHIEF OF POLICE OF THE REGINA POLICE SERVICE AND THE REGINA BOARD OF POLICE COMMISSIONERS ("RPS")**

**- and -**

**HER MAJESTY THE QUEEN IN RIGHT OF CANADA AS REPRESENTED BY THE ROYAL CANADIAN MOUNTED POLICE ("RCMP")**

**Regarding Deployment of RPS Police Officers to Assist the RCMP in Policing the Freedom Convoy Canada Unity Rally in Ottawa**

**WHEREAS** on January 28, 2022, the Freedom Convoy Canada Unity ("Rally") arrived in Ottawa, Ontario and remains ongoing;

**AND WHEREAS** Ottawa Police Service ("OPS") remains the police of jurisdiction in Ottawa;

**AND WHEREAS** the RCMP is currently, pursuant to a Memorandum of Agreement dated February 10, 2022, assisting OPS in policing the Rally in Ottawa;

**AND WHEREAS** the Governor in Council declared a public order emergency under the *Emergencies Act* on February 14, 2022;

**AND WHEREAS** the Governor in Council issued the *Emergency Measures Regulations*, SOR/2022-0021, on February 15, 2022;

**AND WHEREAS** the RPS and the RCMP wish to enter into an agreement whereby the RPS seconds officers to the RCMP to support the RCMP in assisting OPS and enforcing the *Emergency Measures Regulations* in Ottawa;

**THE PARTIES AGREE AS FOLLOWS:**

## 1 DEFINITIONS

1.1 **"City of Ottawa" or "Ottawa"** means the geographical area of the municipality of Ottawa;

1.2 **"Incident Commander (OPS)"** means the OPS officer who has overall operational control of the Rally;

1.3 **"Incident Commander (RCMP)"** means the RCMP officer who has operational control of the RCMP's protective mandate;

1.4 **"Integrated Public Affairs Team"** means a team of communication and media professionals representing the police services involved in the integrated planning for the Rally whose purpose is to ensure accurate, timely, consistent, and transparent messaging through various mediums to the public;

1.5 **"Memorandum of Agreement"** or **"MOA"** means this legally binding agreement between the RPS, and the RCMP relating to the secondment and deployment of members of the RPS to assist the RCMP with the Rally;

1.6 **"Overtime"** means time continuously spent on duty of at least 30 minutes' duration beyond a member's normal hours of duty on any shift and shall be calculated to the nearest hour or half hour, or otherwise as defined in the collective agreement of the RCMP;

1.7 **"Party"** means the RPS or the RCMP;

1.8 **"Receipt"** means an original receipt and does not include a copy;

1.9 **"Secondee"** means the RPS police officer(s) deployed to assist the RCMP in Ottawa during the Rally under this MOA; and

1.10 **"Services"** means the services of the RPS in assisting the RCMP in Ottawa during the Rally, any counter-rally, or in any context related thereto occurring in Ottawa.

## 2 AUTHORITY

2.1 This MOA is entered into by the Deputy Commissioner of the RCMP under the authority of section 5 of the *RCMP Act* and the *Ministerial Directive on RCMP Agreements*.

2.2 This MOA is entered into by the Chief of Police of the RPS under the authority of section 35 of *The Police Act, 1990*.

## 3 RESPONSIBILITIES OF THE RPS

3.1 The RPS agrees to deploy to Ottawa the RPS police officers listed by name and rank and position in Appendix "A".

3.2 The initial deployment is for seven (7) police officers; however, the RPS and RCMP Representatives or their delegates may agree in writing to vary the total number and listing of officers in Appendix "A" at any time, as provided for below, without formally amending the MOA.

3.3 The RPS will ensure that the RPS officers deployed to provide Services under this MOA will provide receipts for all related costs and provide same to the RCMP to the level of detail required by the RCMP.

3.4 The RPS members will follow directives issued by the RCMP concerning deployment.

3.5 The RPS members will familiarize themselves with, and be knowledgeable of operational plans provided by RCMP and/or OPS.

3.6 The RPS will provide and attach to this MOA as Appendix "B", an inventory of police officer munitions. Appendix "B" may be updated on agreement in writing by the RPS and RCMP Representatives or their delegates at any time, as provided for below, without formally amending the MOA.

3.7 The RPS will ensure that all firearms are legally stored while in Ottawa, in accordance with RCMP policy and all applicable legislation.

3.8 The RPS will ensure that RPS officers in the provision of Services produce to the RCMP, at the conclusion of the Services, copies of any and all event-generated notes, reports or other documentation. The RCMP shall archive all notes, reports or other documentation referred to above in accordance with RCMP policy.

3.9 The information collected by the Parties under this MOA will be maintained and disclosed in accordance with the law that applies to record retention and personal information. In the case of the RCMP, this includes the *Privacy Act,* the *Access to Information Act* and the Treasury Board's *Policy on Government Security*; and in the case of the RPS, this includes *The Local Authority Freedom of Information and Protection of Privacy Act.*

3.10 All records containing information collected by, provided to, compiled by or otherwise obtained by or coming into the possession of RPS officers seconded under this MOA, in the course of the operation of this MOA, are understood by the Parties to be in the custody and under the control of the RCMP for the purposes of responding to requests for such records as may be received pursuant to access to information legislation.

3.11 Notwithstanding the above, at any time, at the request of a senior RPS officer, the RCMP shall allow that officer access to the records described above, to the extent required by the RPS for operational or administrative reasons.

## 4 RESPONSIBILITIES OF THE SECONDEE

4.1 Secondees shall remain a member of the RPS during the secondment, and shall continue to be entitled to their regular rate of pay and be eligible for applicable work-related benefits contained within the collective bargaining agreement entered into between the Regina Board of Police Commissioners and the Regina Police Association, Inc.

4.2 Secondees shall neither become a member nor an employee of the RCMP or Canada, and will return to duty with the RPS at the end of the secondment.

4.3 Secondees shall accept an appointment as a supernumerary special constable, pursuant to section 9.6(1) of the *RCMP Act*, which designates the member as a peace officer under section 11.1(2) of the *RCMP Act*. Nothing in this agreement limits the right of the RCMP to revoke the appointment at any time.



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4.4 Secondees shall carry out all the duties necessary to achieve the objectives of this MOA, in accordance with applicable Government of Canada and RCMP policies and procedures. The RCMP will provide any relevant policies to the Secondees and the RPS.

4.5 The Secondees shall:

a) keep confidential, at all times, any information and/or documents that are classified and/or confidential and/or contain personal information disclosed pursuant to this MOA;

b) only disclose such information and/or documents for purposes of carrying out their duties;

c) return such documents to the RCMP at the end of their secondment; and

d) not disclose such information and/or documents to any person or organization, except with the express prior written consent of the RCMP, or unless required by law. The Secondees shall, where possible, provide notice to the RCMP before any such disclosure required by law.

4.6 All Secondees at all time during deployment will identify themselves to the public as members of the RPS.

4.7 Public complaints against the Secondees remain governed by *The Police Act, 1990*.

4.8 By signing Appendix "C", the Secondees accept their deployment to Ottawa to assist the RCMP pursuant to the terms of this MOA.

## 5 RESPONSIBILITIES OF THE RCMP

5.1 The RCMP will provide a copy of any operational plans and relevant RCMP policies to the Secondees.

5.2 The RCMP will provide Rally site familiarization and orientation for the Secondees.

5.3 The RCMP will provide for Secondees to be appointed as supernumerary special constables with peace officer powers under the *Royal Canadian Mounted Police Act* for the purpose of carrying out their duties under this MOA, prior to the commencement of their deployment.

5.4 The RCMP will schedule briefings for all Secondees as to any developments with an operational implication.

5.5 The RCMP will provide information and updates to the Superintendent in charge of the Support Services Division of the RPS in a timely manner.



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5.6 The RCMP will arrange for the provision of emergency medical services required by RPS officers during the provision of Services.

## 6 TERM AND TERMINATION

6.1 This MOA comes into effect on February 14, 2022, regardless of the date of its execution, and, unless terminated earlier, continues in full force and effect until the Rally and any related protests ends and the Parties agree the Services are no longer necessary.

6.2 This MOA is subject to termination by either Party at any time in writing.

## 7 EXPENSES

7.1 The RPS shall remain responsible to pay the Secondees their regular rate of pay including all overtime. The RPS shall continue, during the secondment, to provide the Secondees with applicable work-related benefits, and pay its contributions and retain the Secondees' contributions to the applicable work-related benefits, including those related to health, disability, life insurance, accidental death and dismemberment, and pension

7.2 The RCMP will reimburse the RPS for any justifiable and reasonable expenses associated with the Services provided, in accordance with the collective bargaining agreement between the Regina Board of Police Commissioners and the Regina Police Association, Inc. For greater certainty, the RCMP will, subject to all terms in this MOA, provide reimbursement for the following:

a) meals while in transit;

b) travel;

c) accommodations;

d) fuel;

e) equipment and vehicle rentals;

f) salary;

g) claimed overtime;

h) benefits; and

i) supplies.

7.2.1 For greater certainty, the RPS will provide the RCMP with a proposed list of all anticipated expenses that will be incurred by the RPS. The proposed list of expenses will be submitted to the RCMP prior to March 31, 2022.



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7.2.2 Any extraordinary expenses or equipment or supply purchases to be claimed by the RPS will require preapproval by the RCMP. "Extraordinary expenses" are those expenses that are beyond the reasonable and regular costs associated with the Services provided.

7.3 The RPS will invoice the RCMP, and the RCMP will pay the RPS, on a cost recovery basis, for salaries (including overtime expenditures as a result of unavoidable staffing backfills), benefits, and travel expenses related to the deployment.

7.4 The RPS shall invoice the RCMP no later than 2 months after the public order emergency expires or is revoked by forwarding invoices to: Gail Blondin, Manager Finance & Administrative Services, National Division; Gail.Blondin@rcmp-grc.gc.ca.

7.5 Invoices will be supported by a report setting out costs attributable to each deployed officer including the following details:

a) deployed person's full name, rank, and police identification number;

b) deployment dates;

c) hours worked as approved and confirmed by the RCMP;

d) the cost of salary derived from regular hours the officer would have worked at their home unit during the deployment period;

e) the cost of overtime and extra pay entitlements, as evidenced by appropriate calculations and documents (applicable pay rate, overtime rate, extra pay rates, applicable pay and benefits schedules, certified home unit schedules, and records necessary to verify unavoidable staffing backfill for Secondees);

f) itemized peripheral expenditures supported by receipts and authorizing documentation as required by sections 7.2.2, 8.1.1, 8.1.2, and 8.1.3; and

g) RPS clerical/administrative contact person's name and telephone number (to provide for quick resolution of questions/issues).

7.6 The RPS understands and agrees that the RCMP may seek reimbursement from OPS for any reimbursement paid to RPS under this MOA. Therefore, the RPS agrees that this MOA as well as any relevant records regarding reimbursements paid to RPS may be shared with OPS for that limited purpose. For clarification, the RCMP's reimbursement obligations to RPS remain unchanged by any separate agreement between RCMP and OPS or the latter's failure to reimburse the RCMP.

## 8 TRAVEL AND ACCOMMODATION

8.1 The RCMP will provide the following items and make the following arrangements:

8.1.1 Travel: Air transportation from Regina to Ottawa and returning thereto, as well as vehicle transportation while in Ottawa.

8.1.2 Meals: The RCMP will be responsible for making arrangements to ensure meals are provided to RPS officers who are in the City of Ottawa and providing the Services as set out under this MOA. If a RPS officer does not receive a meal as entitled under this section, the RCMP will be responsible for any costs, supported by receipts or applicable per diem rates, that the RPS incurs as a result.

8.1.3 Accommodations: While in the City of Ottawa, accommodations will be provided to the RPS officers, at the cost of the RCMP, at a facility predetermined by the RCMP.

8.2 Expenses are only reimbursable to the extent they are in accordance with the Treasury Board of Canada Secretariat/National Joint Council Travel Directive and allowance rates (www.njc-cnm.gc.ca/s3/en) in effect at the time of the deployment.

8.3 The RCMP will not be responsible for any increase in costs related to a RPS officer traveling to or from Ottawa where such increase in cost is attributable to the RPS officer for reasons not directly related to the provision of Services as set out in this MOA.

## 9 WORKPLACE HEALTH AND SAFETY

9.1 The RPS will remain responsible for administering and paying (without reimbursement under this MOA) for any and all claims related to any injury, disability, or death that may befall a Secondee during the secondment, including costs related to workers' compensation, regardless of who was designated responsible.

9.2 Secondees shall provide both the RPS and the RCMP with notice forthwith of any employment-related injuries arising from the secondment for which they are seeking compensation.

## 10 LEGAL PROCEEDINGS AND INDEMNIFICATION

10.1 Each of the RPS and the RCMP will provide notice of any tribunal or legal proceedings, including without limitation criminal or civil proceedings, Coroner's inquests, or Board or Commission of Inquiry, which may impact upon the other Party or its members.

10.2 The Parties agree to co-operate to the extent possible in any such proceeding.

10.3 All direct costs incurred by an RPS officer arising from duties associated with the Rally with respect to a tribunal or legal proceeding, including without limitation criminal or civil proceedings, Coroner's inquests, or Board or Commission of Inquiry, shall be borne by the RCMP, including reimbursement for legal costs including without limitation costs for representation, provided that the Secondee acted in good faith, did not act against the interests of the RCMP, and acted within the scope of their duties or course of employment.

10.4 The RCMP will indemnify Secondees, the RPS, the City of Regina, and all of their employees for and against all damages, costs, disbursements, interests, losses, or expenses incurred as a result of third-party claims (including cross claims and counter claims), demands, causes of action, actions, proceedings, or inquiries arising from, or caused by, the conduct of the Secondees while carrying out their duties under this MOA, provided that the Secondees acted in good faith, did not act against the interests of the RCMP, and acted within the scope of their duties or course of employment.

## 11 COMMAND AND CONTROL REPORTING

11.1 Operational commands will be issued to the deployed RPS officers through the Incident Commander (OPS) and/or Incident Commander (RCMP).

11.2 The RCMP will provide the RPS with any applicable operational plan, major event policy, and public order unit policy prior to the deployment.

11.3 An RCMP senior officer will be identified to liaise with the deployed RPS senior officer for administrative issues affecting the RPS.

11.4 The deployment of the RPS officers will be determined by the RCMP. Once deployed, the RPS senior officer will be responsible for the control and direction of RPS officers.

11.5 Operational issues or concerns affecting the RPS officers shall be communicated as soon as possible through the appropriate Incident Commander.

## 12 TRAINED PERSONNEL

12.1 Only RPS officers who are in compliance with any training required for deployment and use of force shall be seconded by RPS to RCMP for deployment under this MOA.

## 13 MEDIA RELATIONS

13.1 Media relations involving the Rally will be the responsibility of the Rally Integrated Public Affairs Team. In the event of specific requests for media access made to the RPS, the RPS agrees to consult with the Integrated Public Affairs Team.

## 14 NOTICES

14.1 Notices under this MOA shall be in writing and sent by personal delivery or electronic mail ("email").

14.2 Notices by personal delivery or email shall be deemed to have been received at the time of delivery or transmission.

14.3 Notices to the Parties shall be sent to the following addresses:

**Royal Canadian Mounted Police**
Deputy Commissioner, Federal Policing

Michael Duheme
73 Leikin Drive
Ottawa, ON K1A 0R2
Email: Michael.Duheme@rcmp-grc.gc.ca

**Regina Police Service and Regina Board of Police Commissioners**
Superintendent Darcy Koch
1717 Osler St
Regina, SK S4P 3W3
Email: **dkoch@reginapolice.ca**

The Parties may designate in writing to each other a change of address at any time.

## 15 REPRESENTATIVES

15.1 The RCMP Representative for responding to requests is Deputy Commissioner, Federal Policing Michael Duheme, or his delegate.

15.2 The RPS Representative for responding to requests is Superintendent Darcy Koch, or their delegate.

15.3 Each Party may designate a different representative or delegate by written notice to the other Party.

## 16 AMENDMENTS

16.1 This MOA may be amended in writing on consent of the Parties.

16.2 Appendix "A" and Appendix "B" may be revised at any time during the term of the MOA, and requires only the consent of the RCMP and RPS Representative or their delegates. Revised copies of Appendix "A" and "B" will be distributed for the Parties' records.

## 17 GOVERNING LAW

17.1 This MOA and the rights, obligations and relations of the Parties shall be governed by and construed in accordance with the laws of the Province of Saskatchewan and the federal laws applicable therein. The Parties agree that the Courts of Saskatchewan have jurisdiction to entertain any action or other legal proceedings based on any provision of this MOA.

17.2 Nothing in this MOA shall be construed as replacing or amending any obligation to which the Parties are bound or required to perform by law.

## 18 DISPUTE RESOLUTION

18.1 The Parties are committed to working together in a cooperative manner and recognize that this requires a commitment of time and energy. In the event of a dispute arising

from the interpretation or operation of this MOA, it will be referred to the Parties' representatives identified this MOA, to resolve the matter amicably.

## 19 EXECUTION

19.1 This MOA may be executed in multiple counterparts, each of which shall be an original, but which together shall constitute one and the same instrument.

## 20 ENTIRE AGREEMENT

20.1 This MOA, including its Appendices constitutes the entire agreement between the Parties. There are no other agreements, understandings, representations or warranties, either collateral, oral or otherwise.

**IN WITNESS WHEREOF** the Parties have executed this Memorandum of Agreement.

**DATED AT** Ottawa, Ontario this 23 day of February, 2022

Per: _____
Michael Duheme
Deputy Commissioner, Federal Policing
Royal Canadian Mounted Police

**DATED AT** Regina, Saskatchewan this 22 day of February 2022.

Per: _____
Deputy Chief Dean Rae
On behalf of the Chief of Police of the Regina Police Service and the Regina Board of Police Commissioners

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Solicitor-Client Priv.